

SAMPLE ONLY

Joint Work Statement
For
CRADA No. *Sample*

BETWEEN

U. S. Department of Energy
Naval Petroleum Reserve No. 3
Rocky Mountain Oilfield Testing Center

AND

Partner Name

Project Name

1. Purpose

2. Scope

A. **TASKS:**

B. **FINAL REPORT:**

At the end of the project, in accordance with Article XII of the CRADA, RMOTC and the Participant will jointly prepare a final report.

3. Personnel

A. RMOTC will provide the following personnel:

B. *Partner* will provide the following personnel:

4. Equipment

A. RMOTC will provide the following equipment:

B. *Partner* will provide the following equipment:

5. Materials

A. RMOTC will provide the following materials:

B. *Partner* will provide the following materials:

6. Services

A. RMOTC will provide the following services:

B. *Partner* will provide the following services:

7. Schedule

- | | |
|---------------------------|---|
| A. Start of Test: | Date CRADA signed by Deputy Assistant Secretary,
Office of Oil and Natural Gas |
| B. Completion of Test: | |
| C. Report completion: | |
| D. CRADA expiration date: | |

8. Conditions of Test

Prudent drilling or well and production equipment operating practices will be maintained during the entire test to minimize risk. These practices will be included as an integral part of the test procedure and consequently will be included in the cost estimate and the final client billing. These practices include but are not limited to the following.

9. Participant's Tools or Equipment Lost Downhole

Should the participant's tool or equipment become lost or stuck down hole during the course of the test, both parties will make reasonable effort to retrieve (i.e. fish) the tool or equipment from the well bore. Fishing shall be defined as any operation conducted with the goal of freeing the stuck equipment or other tools after the tools or equipment are immobile down hole for more than two hours.

To retrieve the tool or equipment from the well, both parties will share equally in all fishing costs up to a maximum of \$5,000 per party. The Participant will bear all fishing costs above that amount. Alternatively, by agreement, both parties may choose to abandon the Participant's tools or equipment in the well bore and terminate fishing operations. Fishing costs shall be defined as all of the costs to operate the rig and retrieve or attempt to retrieve stuck equipment or tools. This includes but is not limited to rig labor, rig equipment rental, fishing equipment rental, and fishing supervisor services.

In the event that the tool is not retrievable, the Participant will be responsible for the cost to abandon the section of the well bore that is no longer usable as specified by the State of Wyoming Rules and Regulations. RMOTC will assume the risk of losing the hole or a part of the hole for future utility or production.

10. Environmental, Safety and Health

Participant shall comply with applicable Federal, State, and local environmental, safety and health laws, rules and regulations.

11. Safety and Accident Prevention

In performing work under this CRADA the partner shall:

- A. Conform to the specific safety requirements established by this CRADA;
- B. Comply with the safety rules of the Government installation that concern related activities not directly addressed in this CRADA;
- C. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Partner personnel, government personnel and government contractor personnel performing or in any way coming in contact with the performance of this CRADA;
- D. Take such additional immediate precautions as the government may reasonably require for safety and accident prevention purposes;
- E. Attend the pre-work safety orientation and all safety meetings required by the Department of Energy (DOE) Safety Manager prior to the start of work and at any other time deemed necessary by the DOE Technical Services Manager, and
- F. All CRADA Partner personnel shall sign in and out of the field daily.

12. Accident Report Procedures

In the event of an accident involving personnel or property, the Partner shall immediately call the DOE Safety Manager and/or the Director, NPOSR-CUW in the absence of the Safety Manager and submit a report to the DOE Safety Manager in letter form that will include the following:

- A. Time and date of occurrence;
- B. The place of occurrence;
- C. A list of personnel directly involved, and
- D. A narrative description of the accident that includes a chronological order of the accident and circumstances.

13. Shut-down of Work for Safety/Health/Environmental Reasons

All DOE and DOE Contractor personnel have the authority to shutdown work for safety, health and/or environmental reasons.

14. Safety Statistics Reporting

The Partner shall provide the following statistics to the DOE Safety Manager on a monthly basis during the time the Partner is on NPR-3:

- A. Total man-hours worked
- B. Total miles driven on NPR-3
- C. All accidents
- D. Number of vehicles used
- E. Days lost time due to an accident
- F. Property damage
- G. First aid cases
- H. Number of lost time accidents
- I. Vehicle accidents

15. Foreign Visitor Approvals.

A minimum of 30 days advance notice will be required for indices checks on visitors and assignees.

Definitions

Foreign National. A foreign national is any person who is not a U.S. citizen, and includes permanent resident aliens.

Host. A DOE or DOE contractor employee who is sponsoring a visitor or assignee as described in Notice.

Citizen. A citizen of the United States, including naturalized citizens.

Visits.

- Unclassified visits = 30 days or less.
- Assignments = more than 30 days.

Sensitive Country. A sensitive country is one to which particular attention is given during the review and approval process for Foreign Visits & Assignments. Countries may be designated as sensitive for reasons of national security, nuclear nonproliferation, regional instability, threat to national economic security, or terrorism support. A foreign national is considered to be from a sensitive country if he/she is a citizen of a sensitive country or is employed by the government of an institution of a sensitive country.

Request for Approval of Unclassified Foreign Visit

DOE Notice 142.1, Unclassified Foreign Visits and Assignments, dated July 14, 1999, requires Program Secretarial Officer approval of all unclassified foreign visits to the Department of Energy (DOE) Headquarters. The RMOTC/NPR-3 field site is designated as a Headquarters Office. The following information is submitted:

- Purpose of Visit:
- Facility to be Visit:
- Date/Time of Visit:
- Name, Citizenship, Employer, Title of Visitor, Foreign Access Central Tracking System generated Visitor Number, and Request ID:
- Name and telephone number of Host:

DOE O 142.3, Unclassified Foreign Visits and Assignments Program. Indices checks are required for all visits and assignments of foreign nationals that are citizens of, or are employed by a government or institution of a sensitive country, and all visits and assignments of foreign nationals involving security areas of sensitive subjects. Indices checks will be completed by the Office of Counterintelligence.

Additional information will be required for all visits or assignments that require access to a security area by a foreign national, access to a sensitive subject by a foreign national, access to any DOE facility or site by a foreign national from a sensitive country. This additional information must clearly indicate the results of the coordination with counterintelligence, foreign intelligence, export control, and security organizations.

Other NPR-3 RMOTC Site Restrictions Affecting Foreign Visitors.

The Project Lead is responsible to ensure only those restrictions that are necessary are included in the site specific security plan. Changes to the security plan after approval could delay your project.

- Guests must receive safety orientation.

- Guests must have valid identification (government issued) to show upon request and/or before receiving orientation card.
- Guests must sign-in/sign-out.
- Guests must be accompanied by a DOE employee or representative at all times unless otherwise noted in their site specific security plan.
- Guests may not at any time visit or work alone at NPR-3 unless otherwise noted in their site specific security plan.
- Guests may not have access to DOE computers or network during site visit unless pre-authorized by a DOE management.

16. Required Insurance

The Participant shall procure and maintain during the entire period of the CRADA the following minimum insurance. Prior to commencement of work under this CRADA the Participant shall furnish to the Contracting Officer a certificate or written statement of the required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this CRADA is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

TYPE	AMOUNT
Workers Compensation & Occupational Disease	Statutory
Employer's Liability Insurance	\$100,000
Comprehensive General Liability	Bodily Injury \$500,000 per occurrence
Automotive Liability	200,000 per person \$500,000 per occurrence for bodily injury \$20,000 per occurrence for property damage

17. Downtime

For Drilling and Drill Rig Related Projects.

The participant reserves the right to discontinue drilling and stop accumulation of costs with a 24 hour notification to RMOTC. Downtime due to problems not associated with the participant's tool(s), but due to RMOTC equipment or other unforeseen problems will not be

charged to the participant. These downtime costs will be part of RMOTC's costs. If downtime or repair costs are incurred for work directed by the participant that is outside the CRADA, then the participant shall be responsible for all associated costs.

For Non-Drill Rig Related Projects.

Projects not using the drill rig, but using the workover rig may experience downtime. Costs for downtime caused by project related activities will be shared by RMOTC and the participant. For downtime due to RMOTC equipment, costs will be part of RMOTC's costs. If downtime or other costs are incurred for work directed by the participant that is outside the CRADA, then the participant shall be responsible for all associated costs.